

## Paperless Trading Clause 2008

**1** There shall be no recovery from P&I Underwriters in respect of any liability, cost or expense whatsoever or howsoever arising, whether directly or indirectly, out of or in consequence of:

(a) The Assured's participation in or use of any system or contractual arrangement the predominant purpose of which is to replace paper-based documentation in shipping and/or international trade with electronic messages, including, without limitation, the Bolero system (any system or arrangement being referred to in this endorsement as a 'paperless system'), or

(b) A document which is created or transmitted under a paperless system which document contains or evidences a contract of carriage; or

(c) The carriage of goods pursuant to such a contract of carriage, save to the extent that the Managers in its sole discretion may determine that such liability, cost or expense would have arisen and would have been covered by P&I Underwriter if the Assured had not participated in or used a paperless system and any contract of carriage had been contained in or evidenced by a paper document.

**2** For the purpose of this endorsement a 'document' shall mean anything in which information of any description is recorded, including, but not limited to, computer or other electronically generated information.